

Judge Pauley

2-180144

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**07 CV 6951**

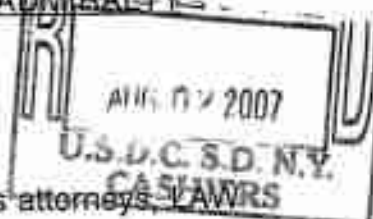
CMA-CGM (AMERICA), INC.,

Plaintiff,

- against -

BELSUN CORP.,

Defendant.

CIVIL COMPLAINT
IN ADMIRALTY

Plaintiff CMA-CGM (AMERICA), INC., by its attorneys, LAWERS

OFFICES OF ALBERT J. AVALLONE & ASSOCIATES, as and for its
Complaint against defendant BELSUN CORP., in personam, in a cause of action
civil and maritime, alleges upon information and belief:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure, and the Ocean Shipping Reform Act of 1999, 46 U.S.C., App. Section 1701, et seq.

2. At all times hereinafter mentioned, plaintiff CMA-CGM (AMERICA), INC. was and still is a corporation organized and existing under the laws of the State of New Jersey with offices and a place of business at 5801 Lake Wright Drive, Norfolk, VA 23320.

3. Upon information and belief and at all times hereinafter mentioned, defendant had and now has the legal status and place of business as set forth in Schedule A.

4. On or about the dates and at the ports of shipment stated in Schedule A, certain good were delivered to plaintiff to be carried to the ports of destination and at the agreed charges to be paid by defendant pursuant to plaintiff's published tariff, all as set forth in Schedule A.

5. Thereafter, the goods were carried to the ports of destination and delivered to the consignee and/or its agents.

6. Plaintiff has performed all acts required to be performed by plaintiff.

7. Defendant has failed and refused and continues to fail and refuse to remit payment of \$6,432.00, although duly demanded.

8. By reason of the foregoing, plaintiff has sustained damages in the amount of \$6,432.00 which, although duly demanded, have not been paid.

WHEREFORE, plaintiff prays:

1. For judgment in the amount of \$6,432.00, together with interest thereon, costs, disbursements and a reasonable attorney's fee.

2. That process in due form of law according to the practice of this Court in cases of admiralty and maritime jurisdiction may issue against the defendant citing it to appear and answer all the singular matters aforesaid.

3. That plaintiff have such other and further relief in the premises as in law and justice it may be entitled to receive.

Dated: New York, New York
August 2, 2007

LAW OFFICES OF
ALBERT J. AVALLONE & ASSOCIATES

By


Albert J. Avallone - AA1679
Attorneys for Plaintiff
CMA-CGM (AMERICA), INC.
551 Fifth Avenue, Suite 1625
New York, NY 10176
(212) 696-1760

I. Defendant's status & address:

A. Upon information and belief and at all times hereinafter mentioned, defendant BELSUN CORP. was and still is a corporation organized and existing under the laws of the State of New York, with offices and a place of business at 237 West 37th St., Suite 802, New York, NY 10018.

II. Particulars:

1. Bill of Lading No. NA1070806, dated June 25, 2005, from Norfolk to Nhava Sheva on the Vessel INDAMEX COLORADO, three (3) forty-foot containers SAID TO CONTAIN: WASTE PAPER, at the applicable tariff charge of \$2,807.00 (Exhibit A).

Amount Paid: \$0

Amount Due: \$2,807.00

2. Bill of Lading No. NA1073523, dated July 12, 2005, from Norfolk to Nhava Sheva on the Vessel INDAMEX GODAVARI, two (2) forty-foot containers SAID TO CONTAIN: WASTE PAPER, at the applicable tariff charge of \$6,240.00 (Exhibit B).

Amount Paid: \$2,615.00

Amount Due: \$3,625.00

II. Total Amount Due: \$6,432.00

BILL OF LADING FOR COMBINED TRANSPORT AND PORT TO PORT SHIPMENT

SHIPPER/EXPORTER (2)
BELSUN CORP.
237 WEST 57TH STREET
SUITE # 802
NEW YORK, NY 10018

DOCUMENT NO (5)	NA10T0806
NAM17900VE1	
EXPORT REFERENCES (6)	
7704 CE-5348	

CONSIGNEE (3) (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER)
TO ORDER

FORWARDING AGENT - REFERENCES (7)
 ABX LOGISTICS
 1825 55TH AVE #100
 DORVAL, QUEBEC H9P 1G8
 CHB:12132
 FMO: 789

NOTIFY (4)
GAUTAM ENTERPRISES
C-7/57-58-59, *MRIGANR*
OPP. ADVANCE COMPLEX
NH. NO. 8, GIDC, VAP, 388185
GULBART, INDIA

POINT AND COUNTRY OF ORIGIN (II)
DOMESTIC ROUTING/EXPORT INSTRUCTIONS (II)

PIE/TERMINAL (10)
NORFOLK INTERNATIONAL TERMINAL

COMBINED TRANSPORT*
PRE-CARRIAGE FROM (USA)

VESSEL (11)
INDAMEX COLORADO
IN140E

PORT OF LOADING (12)
NORFOLK, VA

COMBINED TRANSPORT + ONWARD CARRIAGE 15Y

PORT OF DISCHARGE FROM VESSEL (13)
MADRAS SHEVA

FOR TRANSMITTAL TO (14)

MACULUR

CARIBBEAN RECEIPT

MARKS AND NUMBERS (16)	NO. of PGS. (17)
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PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE

DESCRIPTION OF GOODS (18)
SHIPPER'S STOW LOAD AND COUNT

GROSS WEIGHT	1100
--------------	------

MEASUREMENT
(25)

CLH09120626	34	DALEN
COM09162009	33	DALEN
COM09131003	25	DALEN

3. K. 40° FT. CENTALIBER

WILEY-BLANKET PUBLICATIONS

23.028 HT
23.040 HT
23.066 HT

FREIGHT PREPAID
ON BOARD VESSEL
10 DAYS FREE CONTAINER RENTAL AT
FINAL DESTINATION
KTM # 134143182 - 7704

Shipped on Board EDWARDS COLORED 12/20/2008
COLUMBIA American As usual, get it earlier
See Attached for the Chinese
FREIGHT TO BE PAID

Source: U.S. Census Bureau, *Marriage, Divorce, Remarriage in the 1990s*, Washington, D.C., 1995.

SUBJECT TO EXTRA FREIGHT AIR FLOW YARDF AND CLAUSE 18 OF THIS RM

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*If the Pro-Carriage or Onward Carriage (cases) are filed out, shipment will be treated as Through Combined Transport. Carrier undertakes entire transport from the place where the goods are taken in charge to the place designated for their delivery and assumes full liability for such transport as per clause 15.

DECLINED in entered good order and condition, except as otherwise indicated herein, the number of packages listed in the Carrier Receipt, and to comply with the goods described in the Particulars furnished by Shipper (contents, weight and measurement unknown to Carrier) to be transported to the port of discharge, or to such other place authorized or permitted herein, in as near form as the vessel can get, to and there, always in safety and without delay, and there to be delivered to consignee, or authorized receive, or on tender on payment of all charges due thereon.

All actions against the Carrier under the contract of Carriage evidenced by this Bill of Lading shall be brought before the Tribunal de Commerce

of Marseille, and no other Court shall have jurisdiction with regards to any such action.

FREIGHT CHARGES (See clause 10 and 20)

BASIC FREIGHT	USD	2880.00	F
Bl. Funs Export	USD	25.00	P
Ocean Carrier-Int Ship & port	USD	18.00	P
Emergency Bunker Burcharge, EB	USD	732.00	P
Portage charges	USD	18.00	P
Change of destination(s) sea	USD	2807.00	F
Terminal handl. ch. destinatio	EUR	26430.00	C
On carriage haulage	EUR	7998.00	C

IN WITNESS WHEREOF, THREE (3)

Hills of Lathing all of the barrel, have been enclosed, CME of which being accomplished. The other shall stand void.

DAY MONTH YEAR

RENAME
CMDU

28-JUN-98

NATITUDES

Signed for the Center CMA COM SA by
CMA COM (AMERICA) INC as agent for the Center

DECLARED VALUE CHARGES (See Clause 10)

HARBOR TAX/LIGHTERAGE	TOTAL \$
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124

(Continued on reverse side)

EXHIBIT "A"

SHIPPER/EXPORTER (2)
BELSUN CORP
237 WEST 37TH STREET
SUITE # 800
NEW YORK, NY 10018

DOCUMENT NO (5)
NAMT7000091
EXPORT REFERENCES (8)
7704 05-5348

NA1670806

CONSIGNEE (3) (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER)
TO ORDER

FORWARDING AGENT - REFERENCES (7)
ABX LOGISTICS
1885 58TH AVE #100
DORVAL, QUEBEC H9P 1G9
CHB-12132
FMC-169

POINT AND COUNTRY OF ORIGIN (6)

NOTIFY (4)
GAUTAM ENTERPRISES
C-707-55-08, "MIGASIR"
OPP. ADVANCE COMPLEX
NH. NO. 8, GIDC, VAPI 398195
GUJARAT, INDIA

DOMESTIC ROUTING/EXPORT INSTRUCTIONS (9)

PIER/TERMINAL (10)
NORFOLK INTERNATIONAL TERMINAL

COMBINED TRANSPORT
PRECARRIAGE FROM (10A)
-

VESSEL (11)
INDAMEX COLORADO
IN140E

PORT OF LOADING (12)
NORFOLK, VA

COMBINED TRANSPORT - ONWARD CARRIAGE (15)

PORT OF DISCHARGE FROM VESSEL (13)
NHAVA SHEVA

FOR TRANSHIPMENT TO (14)

NAGPUR

CARRIER'S RECEIPT

PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE

MARKS AND NUMBERS (16)	NO. of PKGS. (17)	DESCRIPTION OF GOODS (18) SHIPPER'S STOW, LOAD AND COUNT	GROSS WEIGHT (19)	MEASUREMENT (20)
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SHIPPER'S DECLARED VALUE

SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 15 OF THIS BILL

Notwithstanding, including or without such export from the United States in accordance with the Export Administration Regulations, otherwise contrary to U.S. law provided

If the Pre-Carriage or Onward Carriage boxes are filled out, shipment will be treated as Through Combined Transport. Carrier undertakes entire transport from the place where the goods are taken in charge to the place designated for their delivery and assumes full liability for such transport as per clause 15.

RECEIVED in external good order and condition, except as otherwise indicated herein, the number of packages listed in the Carrier's Receipt, used to contain the goods described in the Particulars Furnished by Shipper (contents, weight and measurement unknown to Carrier) to be transported in the port of discharge, or in such other place authorized or permitted herein, or to other States as the vessel can go, to and leave, always in safety and without delay, and there to be delivered to consignee, or authorized receiver, or to carrier on payment of all charges due thereon.

All actions against the Carrier under the contract of Carriage evidenced by this Bill of Lading shall be brought before the [] () Court of [] ()

of [] () and no other Court shall have jurisdiction with regards to any such action.

FREIGHT CHARGES (See clause 10 and 20)

TOTAL COLLECT	INR	108395.00
TOTAL PREPAID	USD	8447.00

IN WITNESS WHEREOF THREE (3)

Bills of Lading all of the tenor, have been executed, ONE of which being accomplished, the other shall stand void.

DAY MONTH YEAR
25-JUN-05
Signed for the Carrier CMA CGM SA by
CMA CGM (AMERICA) INC as agent for the Carrier

SL/N:
CMOU

DECLARED VALUE CHARGES (See Clause 10)
HARBOR TAX/LIGHTERAGE TOTAL \$

(Continued on reverse side)

By

Bill Of Lading # NAM1570306
Booking # NAM17500034
Shipper DELSUN CORP
Consignee TO ORDER

SHIPPER'S STOW, LOAD AND COUNT / F.O.L.

TERMINAL/CONTAINER HANDLING CHARGES AND DESTUFFING CHARGES AT DESTINATION AS PER LINE'S TARIFF FOR CONSIGNEE'S ACCOUNT.

CONTAINER RENTAL / DETENTION AND GROUND RENT CHARGES AS PER IPBC - MRA / PORT TRUST TARIFF.

ANY FINES/ADDITIONAL EXPENSES SUCH AS BUT NOT LIMITED TO CONTAINER DETENTION CHARGES OR PORT STORAGES INCURRED AT POD BEFORE FINAL TRANSFER TO FPD, DUE TO IMPROPER CARGO DESCRIPTION OR NON SUBMISSIONS OF REQUESTED DOCUMENTS WILL BE ON ACCOUNT OF THE CARGO.

STAMP DUTY ON DELIVERY ORDERS AND ADMINISTRATIVE CHARGES THEREON FOR RECEIVER'S ACCOUNT.

UNLESS THE VALUE OF CARGO IS DECLARED ON THE FACE OF THIS B/L OF LADING OR WAYBILL, IN THE CONDITIONS SET FORTH ON THE REVERSE, LIMITATION OF LIABILITY IN RESPECT OF LOSS OR DAMAGE TO GOODS SHALL NOT EXCEED USD 500.00 PER PACKAGE, OR CUSTOMARY FREIGHT UNIT IF GOODS ARE NOT SHIPPED IN PACKAGE.

FOR THE PURPOSE OF THE PRESENT CARRIAGE, CLAUSE 14(2) SHALL EXCLUDE THE APPLICATION OF THE YORK/ANTWERP RULES, 2004.

SHIPPER/EXPORTER (2) BELSON CORP 237 WEST 37TH STREET SUITE # 502 NEW YORK, NY 10018		DOCUMENT NO (5) NAM170000102 NA1073523
CONSIGNEE (3) (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER) TO ORDER		EXPORT REFERENCES (6) 7704 CE-5048
FORWARDING AGENT - REFERENCES (7) ASX LOGISTICS 1985 55TH AVE #100 DORVAL, QUEBEC H9P 1G8 CHB: 12132 PMC: 708		POINT AND COUNTRY OF ORIGIN (8)
NOTIFY (4) GAUTAM ENTERPRISES C-767-58-89, "MROGASHI" OPP. ADVANCE COMPLEX NH. NO. 8, GDC, VAPI 390195 GUJARAT, INDIA		DOMESTIC ROUTING/EXPORT INSTRUCTIONS (9)
PIER/TERMINAL (10) NORFOLK INTERNATIONAL TERMINAL	COMBINED TRANSPORT* PRECARRIAGE FROM (10A) -	COMBINED TRANSPORT - ONWARD CARRIAGE (15)*
VESSEL (11) INDAMEX GODAVARI IN1488	PORT OF LOADING (12) NORFOLK, VA	
PORT OF DISCHARGE FROM VESSEL (13) BHAVA SHEVA	FOR TRANSHIPMENT TO (14) NAGPUR	

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE		
MARKS AND NUMBERS (16)	NO. OF PKGS. (17)	DESCRIPTION OF GOODS (18) SHIPPER'S STOW, LOAD AND COUNT	GROSS WEIGHT (19)	MEASUREMENT (20)
CLC08321668 SCM09136054	29 BALES 29 BALES	2 x 40' FT CONTAINER WHITE PAPER FREIGHT PREPAID ON BOARD VESSEL 10 DAYS FREE CONTAINER RENTAL AT FINAL DESTINATION KTM # 134143102 - 7704 Shipped on Board INDAMEX GODAVARI 12 JUL-2005 CMA CGM America Inc. as Agent for the Carrier See Additional B/L for Clause FREIGHT TO BE PREPAID	24.390 MT 25.147 MT	

SHIPPER'S DECLARED VALUE
SUBJECT TO CRYTA FREIGHT AS PER TARIFF AND CLAUSE 11 OF THIS B/L
If the Pre-Carriage or Onward Carriage occurs in the United States in accordance with the Ocean Transportation Regulations, the carrier is liable to U.S. law provisions.
If the Pre-Carriage or Onward Carriage occurs in the United States, shipment will be treated as Through Combined Transport. Carrier undertakes entire transport from the place where the goods are taken in charge to the place designated for their delivery and assumes full liability for such transport as per clause 15.
RECEIVED in colonial good order and condition, except as otherwise indicated herein, the number of packages listed in the Carrier's Receipt, and in between the goods described in the Particulars Furnished by Shipper (contents, weight and measurement unknown to Carrier) to be transported to the port of discharge, or to such other place authorized or permitted herein, or to such other place as the vessel can go to, in and leave, always in safety and without delay, and there to be delivered to consignee, or authorized receiver, or on carrier's payment of all charges due thereon.

All actions against the Carrier under the contract of Carriage evidenced by this Bill of Lading shall be brought before the Tribunal de Commerce of Montreal, Quebec, Canada, and no other Court shall have jurisdiction with regard to any such action.

FREIGHT CHARGES (See clause 10 and 20)

BASIC FREIGHT	USD	4750.00/P
BL Fees Export	USD	25.00/P
Ocean Carrier-Inl Ship & port	USD	30.00/P
Emergency Bunker Surcharge, EB	USD	1220.00/P
Roll over fees	USD	100.00/P
Portage charges	USD	15.00/P
Change of destination (at sea)	USD	100.00/P
On carriage haulage	INR	55030.00/C

IN WITNESS WHEREOF THREE (3)

Bills of Lading all of the tenor, have been executed, ONE of which being accomplished, the other shall stand void.

DAY MONTH YEAR

12-JUL-05 NA1073523

Signed for the Carrier CMA CGM SA by
CMA CGM (AMERICA) INC as agent for the Carrier

DECLARED VALUE CHARGES (See Clause 10)

HARBOR TAX/LIGHTERAGE

TOTAL \$

By

(Continued on reverse side)

EXHIBIT "B"

SHIPPER

SHIPPER/EXPORTER (2)
 BEJUN CORP
 23 WEST 37TH STREET
 SUITE # 502
 NEW YORK, NY 10018

DOCUMENT NO (5)

BAY 7800072

NAT 1973821

EXPORT REFERENCE (6)

7704 OF 5345

CONSIGNEE (3) (NOT NEGOTIABLE UNLESS DESIGNATED TO ORDER)
 TO ORDER

FORWARDING AGENT - REFERENCES (7)

ABK LOGISTICS

1605 55TH AVE #100

DOVER, QUEBEC H9P 1X5

CID: 12132

FMC: 703

POINT AND COUNTRY OF ORIGIN (8)

NOTIFY (9)

GAUTAM ENTERPRISES
 C-757-58-03, "AFRIGASIR"
 OFF. ADVANCE COMPLEX
 NH. NO. 8, (BIO. VAD) 396185
 GUJARAT, INDIA

DOMESTIC ROUTE/EXPORT INSTRUCTIONS (5)

PIER/TERMINAL (10)

FOR: CLK INTERNATIONAL TERMINAL

COMBINED TRANSPORT

PREARRANGE FROM (10A)

VESSEL (11)

INCANEX GODAVARI

INMOU

PORT OF LOADING (12)

NONTOLKVA

COMBINED TRANSPORT - ONWARD CARRIAGE (15)

PORT OF DISCHARGE FROM VESSEL (13)

MADAYA SHEVA

FOR TRANSHIPMENT TO (14)

MAGPUL

MARKS AND NUMBERS (16)

NO. OF PKGS.

PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE

DESCRIPTION OF GOODS (10)

SHIPPER'S STONY OAD AND COUNT

GROSS WEIGHT

(18)

MEASUREMENT

(19)

SHIPPER'S DECLARATION

SHIPPER (10) (SHIPPER'S RESPONSIBILITY) (SHIPPER'S RESPONSIBILITY) (SHIPPER'S RESPONSIBILITY)

The undersigned hereby declares that the goods have been loaded from the United States in accordance with the Special Administrative Regulations (SAR) of the United States.

The goods are being transported by air, sea, or land, and the carrier is responsible for the goods during the transport. The carrier is not responsible for the goods during the transport if the goods are damaged or lost during the transport.

The carrier is responsible for the goods during the transport if the goods are damaged or lost during the transport. The carrier is not responsible for the goods during the transport if the goods are damaged or lost during the transport.

All claims against the carrier must be filed within the time limit specified in the Bill of Lading and the carrier's liability is limited to the amount specified in the Bill of Lading.

The carrier is not responsible for the goods during the transport if the goods are damaged or lost during the transport.

FREIGHT CHARGES (See clause 10 & 11)

TOTAL FREIGHT

USD

\$5000.00

TOTAL PREPAID

USD

\$24100.00

IN WITNESS WHEREOF, THE (12)

Bill of Lading is hereby signed and issued, and the carrier is responsible for the goods during the transport.

DAY MONTH YEAR

12-JUL-05

NAT 1973821

Signed for the Carrier CMA CGM SA

CMA CGM (AMERICA) INC. as agent for the carrier

DECLARED VALUE CHARGES (See clause 10)

HARBOR TAX (CHARGE)

USD

By

(Continued on reverse side)

Bill Of Lading # NA1078523
 Booking # NAM7900002
 Shipper GELSON CORP
 Consignee TO ORDER

SHIPPER'S STOW, LOAD AND COUNT / / F O L

TERMINAL/CONTAINER HANDLING CHARGES AND DESTUFFING CHARGES AT DISCHARGE AS PER LINE'S TARIFF FOR CONSIGNEE'S ACCOUNT

CONTAINER RENTAL / DETENTION AND GROUND RENT CHARGES AS PER IPEC - MRA / PORT TRUST TARIFF.

ANY FINES/ADDITIONAL EXPENSES SUCH AS BUT NOT LIMITED TO CONTAINER DETENTION CHARGES OR PORT STORAGES INCURRED AT PORT BEFORE FINAL TRANSFER TO FPD, DUE TO IMPROPER CARGO DESCRIPTION OR NON SUBMISSIONS OF REQUESTED DOCUMENTS WILL BE ON ACCOUNT OF THE CARGO.

STAMP DUTY ON DELIVERY ORDERS AND ADMINISTRATIVE CHARGES THEREON FOR RECEIVER'S ACCOUNT.

IN CASE OF INLAND MOVEMENT OF GOODS FROM THE DISCHARGE PORT, CONSIGNEE IS REQUIRED TO PRODUCE INVOICE COPY TO THE SHIP'S AGENTS AT PORT OF DISCHARGE THREE DAYS PRIOR VESSEL'S ARRIVAL IN ORDER TO COMPLY WITH THE INDIAN CUSTOMS REQUIREMENTS. ALL COSTS, CONSEQUENCES AND EXPENSES ARISING OUT OF DELAY IN PRODUCTION/ NON PRODUCTION OF INVOICE TO THE SHIP'S AGENT SHALL BE ON ACCOUNT OF CONSIGNEE AND THE GOODS SHALL REMAIN AT THE DISCHARGE PORT AT THE RISK AND EXPENSE OF THE CONSIGNEE.

UNLESS THE VALUE OF CARGO IS DECLARED ON THE FACE OF THIS BILL OF LADING OR WAYBILL IN THE CONDITIONS SET FORTH ON THE REVERSE, LIMITATION OF LIABILITY IN RESPECT OF LOSS OR DAMAGE TO GOODS SHALL NOT EXCEED USD 500.00 PER PACKAGE, OR CUSTOMARY FREIGHT UNIT IF GOODS ARE NOT SHIPPED IN PACKAGE

FOR THE PURPOSE OF THE PRESENT CARRIAGE, CLAUSE 14(2) SHALL EXCLUDE THE APPLICATION OF THE YORK/ANTWERP RULES, 2004.